

Warning: - Paintball is Dangerous

Jack Splat Paintball - Games Waiver, Release and Indemnification Form

Please read carefully and sign where required

This is a Legal Contract – Complete your details CLEARLY in BLOCK LETTERS

To: Jack Splat Paintball Pty Ltd "Jack Splat Paintball"

In consideration of you allowing me to play and/or take part in the game of "Skirmish" or "Paintball"

1. I hereby agree for myself, my executors, administrators, heirs, next of kin, successors and assigns;
 - a. Not to make any claim or demand of any kind, or institute any proceedings against Jack Splat Paint Ball for any injury, damage of any kind whatsoever including, but not limited to personal belongings, clothing/shoes or vehicles, or death sustained by or occasioned by me in the course or incident playing "Skirmish" or "Paintball" or arising from directly or indirectly any act, omission, neglect, default of Jack Splat Paintball arising or resulting from me being on or near the designated playing field area including without limitation to the generality of the foregoing arising or resulting from the supply of faulty or inadequate equipment.
 - b. To indemnify and save harmless Jack Splat Paintball, it's directors, officers and employees, agents, servants, licensees and invitees, all loss, injury or damage which they or any of them may sustain by reason of:
 - i. Any loss or injury suffered by me in the course or of incidental to playing the game of "Skirmish" or "Paintball" or arising or resulting from me being on or near the designated field playing area, and/or;
 - ii. Any loss or injury suffered by any other person whatsoever as a result of my neglect or wilful act or omission;
 - c. the expression, Jack Splat Paintball shall include: any directors, officers and employees, agents, servants, licensees and invitees of Jack Splat Paintball Pty Ltd.
2. I warrant that I am fully aware of all risks involved in playing "Skirmish" or "Paintball" and that there may be the possibility of injury to me including injury caused to me if "Skirmish" or "Paintball" equipment does not function properly. I nevertheless assume all such risks.
 - a. I also accept full responsibility for all equipment supplied to me, including during the course of the day, and also agree to cover the full cost of any or all material and or equipment that may be lost or damaged whilst in my care. I understand that if I do not return all equipment given to me including my player card that I will be liable to pay all charges including all legal costs. I simply left it on the front counter is not an acceptable excuse. I understand that only I am responsible for all my equipment being returned.
3. I hereby acknowledge "Skirmish" or "Paintball" is a physical game and may become physically strenuous. I hereby warrant that I:
 - a. am in good physical condition;
 - b. have no disability, impairment or ailment which would prevent me from playing "Skirmish" or "Paintball" or would be detrimental to my health, safety, comfort or physical condition or the health, safety, comfort or physical condition of others while playing "Skirmish" or "Paintball" or while at or near the designated playing field area.
4. I undertake to play "Skirmish" or "Paintball" only in accordance with the safety instructions, rules and directions presented to me by Jack Splat Paintball. I understand that failure to follow such instructions will warrant my removal from the property.
5. I have agreed to undertake at all times to wear and not remove my protective headgear whilst on or close to the "Skirmish" or "Paintball" playing field area. I agree not to remove it without the express permission of Jack Splat Paintball.
6. I am not under the influence for any controlling substances including but not limited to, Alcohol and/or Drugs (prescribed or illegal).
7. I have reached fifteen (15) years of age.
8. I consent to receive any medical treatment which may be deemed necessary by Jack Splat Paintball in the event of injury, accident and /or illness to me during any activity
9. I accept that any equipment not returned by me at the end of the day must be paid for. If I leave Jack Splat Paintball without returning all my equipment including the rental overalls and player card, then my details will be given to the police

I understand that Jack Splat Paintball has a ZERO TOLERANCE POLICY when it comes to any form of safety violations. If I cannot follow THE SAFETY RULES then my paintball session will be terminated immediately without any refund. I understand that this is done for my safety and fully accept this situation BEFORE I commence play.

I have read and understand this waiver form and agree to all terms and conditions.

I am _____ years old.

Please write your age in box to the left.

PLAYER NAME: _____ DATE OF BIRTH: _____

DAY TIME PHONE No.: _____ MOBILE PHONE No.: _____

ADDRESS: _____

EMAIL ADDRESS: _____ (To be advised of upcoming events and specials)

SIGNATURE of PLAYER: _____ DATE: _____

PARENTAL CONSENT (If player is aged 15, 16 or 17 years)

I, _____ as a parent or legal guardian of _____,
[Insert Parent/Guardian Name] [Insert Player Name]

acknowledge the terms and conditions referred to in this document and hereby release, waive and indemnify Jack Splat Paintball on the terms and conditions including such as waiving any rights, to bring any action for any loss, injury or death for and on behalf of _____, now or any stage in the future.
[Insert Player Name]

Signature of Parent/Guardian: _____ DATE: _____